

A. G. Contract No. LR921133 TRV  
ECS File: JPA-92-59  
Project: STP-022-2(36)  
TRACS: H 0358 04C/Item No. 546  
Section: Beardsley Canal -  
Thunderbird Road

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF SURPRISE

THIS AGREEMENT is entered into 15 JUNE, 1992,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF SURPRISE, acting by and through its City Council (the  
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the City.

3. In conjunction with the State's project to widen Grand  
Avenue, the City requests the State to delete the Union Hills  
Drive intersection at Grand Avenue from the design plans, and  
redesign a T-Intersection with a left turn lane, approximately  
1300 feet to the west of Union Hills Drive, providing a new  
intersecting street located at Parkeview Place.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

|  |
|--|
| NO. <u>16766</u>                             |
| FILED WITH SECRETARY OF STATE                |
| Date Filed <u>06/15/92</u>                   |
| <u>Richard Mahoney</u><br>Secretary of State |
| By <u>Wm. J. Garnewald</u>                   |

II. SCOPE OF WORK

## A. State will:

1. Prepare a Traffic Impact Analysis Study ("the Study") to evaluate what impacts the City's proposal may have to Grand Avenue and the State's widening project.

2. Upon approval of the Study, prepare and incorporate the required design changes to the construction documents accommodating the City's proposal.

3. Prior to preparation of the Study, invoice the City \$81,564.00, the estimated costs associated with incorporating the City's proposed changes.

4. Call for bids, award one or more construction contracts, administer same and make all payments to the contractor. Be responsible for contractor claims for extra compensation due to delays or whatever reason attributable to the State.

## B. City will:

1. Upon approval of the Study and prior to the State's award of a construction contract for widening Grand Avenue, construct permanent improvements to Parkeview Place up to the outside edge of the proposed eastbound roadway.

2. Provide a temporary connector from the permanent improvements on Parkeview Place to the existing Grand Avenue roadway.

3. Be responsible for actual costs associated with the Study (estimated at \$10,564.00), the redesign (estimated at \$21,000.00) and the construction (estimated at \$50,000.00), of the Parkeview Place intersection.

4. Prior to State proceeding with the Study, remit to the State \$81,564.00 within thirty (30) days, for the estimated costs associated with the redesign of the Parkeview Place intersection.

5. Be responsible for contractor claims for extra compensation due to delays or whatever reason attributable to the City.

6. Be responsible for maintenance of Parkeview Place, before and after the State's construction to widen Grand Avenue.

7. Remain responsible for any costs incurred due to the incorporation of Parkeview Drive.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said construction and payment of actual costs; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of construction, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Engineering Consultants Services  
205 South 17 Avenue, Rm. 222E/M.D. 616E  
Phoenix, AZ 85007

City of Surprise  
City Manager  
15818 N. Hollyhock St.  
Surprise, AZ 85374

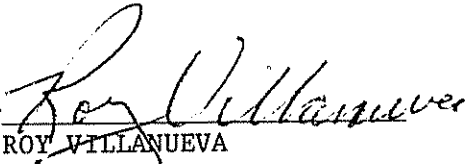
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement  
the day and year first above written.

CITY OF SURPRISE

STATE OF ARIZONA

Department of Transportation


By   
ROY VILLANUEVA  
Mayor

By   
ROBERT P. MICKELSON, P.E.  
Deputy State Engineer

CERTIFICATION

STATE OF ARIZONA     )  
                              )  
County of Maricopa    )

PATRICIA G. NICHOLS, City Clerk of the City of Surprise,  
being duly sworn states that the foregoing is a true and complete  
copy of Resolution No. 92-14 of the City of Surprise, approved by  
a vote of the majority of the City Council of the City of  
Surprise, Arizona at a regular Council Meeting held on April 23,  
1992.

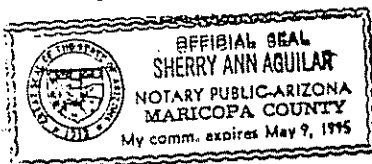
  
PATRICIA G. NICHOLS

SUBSCRIBED AND SWORN to before me this 15<sup>th</sup> day of May,  
1992.

  
Notary Public

My Commission Expires:

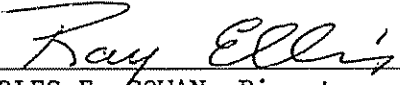
May 9, 1995



RESOLUTION

BE IT RESOLVED on this 12th day of May 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Surprise, for the purpose of defining the redesign, construction and maintenance responsibilities of a T-Intersection at Parkeview, in conjunction with the Grand Avenue widening project.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

  
for CHARLES E. COWAN, Director  
Arizona Department of  
Transportation

RESOLUTION 91-19

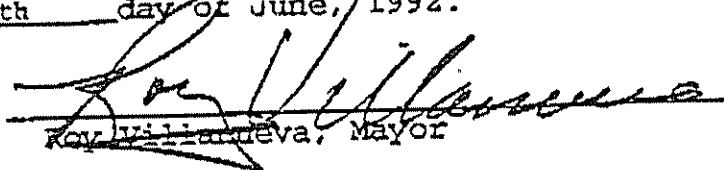
A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF SURPRISE APPROVING THE ENTRY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE TRAFFIC ANALYSIS, REDESIGN AND CONSTRUCTION OF A T INTERSECTION AT PARKVIEW AND GRAND, AND THE ELIMINATION OF THE INTERSECTION AT UNION HILLS AND GRAND, AND DIRECTING THE MAYOR TO EXECUTE SAID AGREEMENT

WHEREAS, the City requires changes in the construction of Grand Avenue eliminating the Union Hills Intersection and redesigning a "T" intersection at Parkview, including traffic analysis, and construction of the intersection including a left turn lane approximately 1500 feet long, and


WHEREAS, the Arizona Department of Transportation is willing to assist the City in preparing a traffic analysis, redesign of a T Intersection at Parkview and Grand, eliminate the Union Hills Intersection, and the construction of the same provided it recover the cost in an amount of approximately \$70,000.00.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Surprise hereby approves and authorizes the Mayor to execute a Governmental Agreement with the Arizona Department of Transportation for certain services in connection to the design and construction of the Parkview/Grand Intersection and the elimination of the Union Hills Intersection..

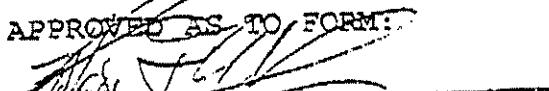
PASSED AND ADOPTED by the Common Council of the City of Surprise, Arizona, this 11th day of June, 1992.

  
Roy Williams, Mayor

ATTEST:

  
Pat Nichols, City Clerk

APPROVED AS TO FORM:

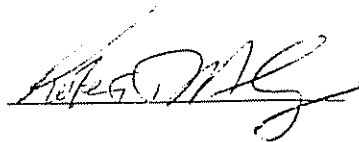
  
Bob McCoy, City Attorney

JPA 92-59

APPROVAL OF THE SURPRISE CITY ATTORNEY

*I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF SURPRISE, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.*

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

A handwritten signature in dark ink, appearing to be "K. G. [unclear]", written over a horizontal line.

City Attorney



LAW OFFICES OF  
ROBERT D. MCCOY  
3636 NORTH CENTRAL AVENUE  
SUITE 1100  
PHOENIX, ARIZONA 85012

WICKENBURG OFFICE:  
THE HASSAYAMPA BUILDING  
1 EAST APACHE  
P.O. BOX 946  
WICKENBURG, ARIZONA 85358

TELEPHONES:  
PHOENIX (602) 265-7344  
WICKENBURG (602) 684-5354  
TELEFAX (602) 265-7372

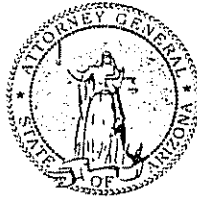
April 22, 1992

TO WHOM IT MAY CONCERN:

The undersigned, City Attorney for the City of Surprise, has read the Intergovernmental Agreement between the State of Arizona and the City of Surprise, designated ECS File No. JPA92-53 pursuant to which the City has agreed to pay the cost of certain services to be provided to it by the State of Arizona. The Agreement is a valid legal and binding contract within the power and authority of the City of Surprise.

Dated April 23, 1992.

  
\_\_\_\_\_  
Robert D. McCoy



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

GRANT WOODS  
ATTORNEY GENERAL

May 21, 1992

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR92-1133TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 22<sup>nd</sup> day of May, 1992.

GRANT WOODS  
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:ls  
7333G/80